

The Board met in due form with the following members present: Roosevelt Allen, Jr., Michael Repay, and Gerry Scheub. They passed the following orders, to wit:

There was a moment of silent prayer, those present asked to remember Veterans and our Military Personnel as well as Mr. John Mroczkowski, former Chief Deputy of the Surveyor's Office, whom passed, and also Friday, May 22, 2015 a Memorial Service for Fallen Officers at Sheriff's grounds; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 18th day of May, 2015 at about 11:00 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 18th day of May, 2015 at about 11:00 a.m.

Order #1 Agenda #5A

In the Matter of Notices/Agenda: Permission to open Bids/Proposals.

Repay made a motion, seconded by Scheub, to allow the opening of the Bids/Proposals. Motion carried.

Order #2 Agenda #5B

In the Matter of Notices/Agenda: Additions, deletions, and/or corrections to Agenda for a Regular Meeting; Approved Final Agenda made a matter of public record; Certificate of Services of Meeting Notice to those who have made such written request to be made a matter of public record.

Repay made a motion, seconded by Scheub, to approve the Additions – Item #18A – Computer Software End-User Support Agreement between Spillman Technologies, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for the year 2015 in an amount not to exceed \$436,583.00 payable at the rate of \$109,145.75 per quarter; Item #49C – Specification for the Courts "B" Building Secure Entry Project to be advertised. Bids to be returned by Wednesday, June 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office; Item #49D – Service Agreement between Suburban Elevator Company and the Board of Commissioners of the County of Lake on behalf of the Lake County Building Manager for the period of May 20, 2015 to May 19, 2018 in an annual amount not to exceed \$58,500.00 payable at the rate of \$14,625.00 per quarter as follows: A. Lake County Government Center - \$7,440.00 per quarter; B. Lake County Health Department - \$1,170.00 per quarter; C. Lake County Community Corrections - \$1,170.00 per quarter; D. Lake County Juvenile Center - \$1,125.00 per quarter; E. Gary Courthouse - \$2,100.00 per quarter; F. East Chicago Courthouse - \$810.00 per quarter; G. Hammond Courthouse - \$810.00 per quarter; Item #49E – Grant Agreement EDS #A345-6-45-16-PV-1222 between Indiana Family and Social Services Administration (FSSA) Division of Aging and the Board of Commissioners of the County of Lake on behalf of the Lake County Prosecutor for eligible costs of the Adult Protective Services Program in the amount of \$218,844.00; Item #49F – Lake County Community Development request for property disposal; Corrections – none; Deletions – Number 28, Number 29, Number 33 A-C, Number 51 and Number 54, and ordered same to approve the Final Agenda as amended for a matter of public record and make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request. Motion carried.

Order #3 Consent Agenda

In the Matter of Consent Agenda – Item #6A a-g; #6B; #6C; #6D; #6E.

Repay made a motion, seconded by Scheub, to approve and make a matter of public record the Items of the Consent Agenda (Items #6A a-g, #6B, #6C, #6D, & #6E). Motion carried.

Order #3 Consent Agenda #6A-a

In the Matter of IDEM: Indiana Department of Environmental Management.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Indiana Department of Environmental Management (Healthcare Waste Midwest, LLC; Phoenix Services, LLC dba Metal Services LLC; Olthof Homes, LLC; Healthcare Waste Midwest LLC; Unilever Manufacturing (US) Inc.; W.R. Grace & Co. –Conn; Buckeye Terminals LLC; Carmeuse Lime, Inc.; St. Catherine Hospital; Hoosier Pig Services LLC; BP Products North America, Inc.; Cargill, inc.; EF Highlands, LLC; Brand Energy Services; Ryland Homes; CVP Development Company, Inc.; Mill Creek Development, LLC; City of Crown Point; ExxonMobil Oil Corporation; Hammond Group, Inc.; Cargill, Inc.). Motion carried.

Order #3 Consent Agenda #6A-b

In the Matter of IDEM: Indiana Department of Natural Resources.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Indiana Department of Natural Resources (US Army Corps of Engineers – Lake Michigan and Indiana Harbor Canal; Haley and Aldrich, Inc. – Grand Calumet River, Lake County; Bergmann Associates – Turkey Creek, Lake County). Motion carried.

Order #3 Consent Agenda #6A-c

In the Matter of IDEM: Certificates of Liability Insurance.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Certificates of Liability Insurance (Algozine Masonry Restoration, Inc.; Northwest Indiana Env., Inc.; Raber Patio Enclosures LLC; Pavey Excavating Co., Inc.; Imperial Crane Services, Inc.; Von Tobel Corporation; Air Care Inc.; Advanced Climate Solutions LLC; Terrance Electric & Technology Inc.; Ace Electric & Motor Inc.; Kenneth Angotti dba Angotti Landscaping; D & M Excavating, Inc.; Telephone Plus, Inc.; RMS Holdings, LLC dba RMS Welding Systems; Price Gregory International, Inc.; Ruane Construction, Inc.). Motion carried.

Order #3 Consent Agenda #6A-d

In the Matter of IDEM: Continuation Certificates.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Continuation Certificates (J Palm Electric Inc.; William A. Randolph, Inc.; James H. Drew Corporation; Olsson Roofing Company, Inc.). Motion carried.

Order #3 Consent Agenda #6A-e

In the Matter of IDEM: Reinstatement Notices.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Reinstatement Notices (Berry Electric Contracting Co.; Proscapes Landscape Service LLC; All Erection Company, Inc.). Motion carried.

Order #3 Consent Agenda #6A-f

In the Matter of IDEM: Cancellation Notices.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Cancellation Notices (Aspen, Inc. dba Aspen Group; Berry Electric Contracting Co; Sammson Concrete & Construction; MadSky Roofing and Restoration LLC; Lubie Services, Inc.; RP Drywall, Inc.; LGC Contractors, Inc.; Deem LLC; Martha A Montiel dba Min-Tzi Lawn Care; Garnett Corp; B Birlson Constructors Inc.; Payton Security, Inc.; Cottage Sheet Metal LLC; Radco Construction Services, Inc.; Shillelagh Electric Inc.; Alliance Refrigeration Co., Inc. dba Alliance Mechanical Services; Prewitt Construction Co., Inc.; Indiana Fire Sprinkler & Backflow Inc.; HGC, Inc.; Circuit Solutions, LLC; Circuit Solutions, LLC; Alan Hoeksema dba Alan Hoeksema Painting & Decorating; Lowe Voltage Solutions). Motion carried.

Order #3 Consent Agenda #6A-g

In the Matter of IDEM: City of Crown Point Notice of Public Hearing (3).

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: City of Crown Point Notice of Public Hearing (May 11, 2015 at 7:00pm – Plan Commission of the City of Crown Point – Proposed Subdivision: Old Town Unit 2 - 5 Lots; April 27, 2015 – Board of Zoning Appeals for City of Crown Point – Petition BZA #15-09 for Top Fuel Crossfit; April 27, 2015 – Board of Zoning Appeals for City of Crown Point – Petition BZA #15-08 – Elwood Rothrock). Motion carried.

Order #3 Consent Agenda #6B

In the Matter of Standard Items – Vendor Qualification Affidavits

Repay made a motion, seconded by Scheub, to approve the following Vendor Qualification Affidavits. Motion carried.

CARDO, INC.
 FOREMOST PROMOTIONS
 OTTOSEN BRITZ
 TIMEPILOT CORPORATION
 DUSTBUNNY'S, INC.
 FEDERAL RESOURCES SUPPLY COMPANY
 NEISES LAWN CARE & LANDSCAPING, INC.
 GREAT LAKES ELEVATOR SERVICE, INC.
 DR. JOHN D. FECZKO
 PATHOLOGY CONSULTANTS, INC.
 DOUGLAS W. CARUANA, PSY.D.
 DELL FINANCIAL SERVICES LLC
 BROCK INDUSTRIAL SERVICES LLC
 STANDARD EQUIPMENT COMPANY
 K&N ELECTRIC INC.
 PEARSON EDUCATION
 YOUTH LAW TEAM OF INDIANA, INC.
 ADVANCED TECHNOLOGY SOLUTIONS
 THE COMMERCIAL GROUP
 ENGINEERED PLASTIC SYSTEMS, LLC
 GALEMAS GREENHOUSE, INC.
 UNITED STATES FOOTGOLF ASSOCIATION
 I-CON SYSTEMS, INC.
 ROSATI'S PIZZA
 EASTERN ENGINEERING SUPPLY, INC.
 A BETTER CUT
 FAIRMONT SUPPLY
 J&L JANITORIAL & SUPPLY LLC
 LAB VERDICT, INC.

Order #3 Consent Agenda #6C

In the Matter of Treasurer's Departmental Report for the month of March, 2015.

Comes now, Peggy Katona, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of March 2015. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Repay made a motion, seconded by Scheub, to accept the above Treasurer's Report of March 2015 as submitted. Motion carried.

Order #3 Consent Agenda #6D

In the Matter of SBOA Supplemental Compliance Report for the year 2013.

Repay made a motion, seconded by Scheub, to make a matter of public record the SBOA Supplemental Compliance Report for the year 2013, January to December, letter submitted by Paul D. Joyce, CPA, State Examiner dated April 16, 2015. Motion carried.

Order #3 Consent Agenda #6E

In the Matter of BP Pipelines (North America) Inc. pipeline right-of-way clearing.

Repay made a motion, seconded by Scheub, to make a matter of public record the BP Pipelines (North America) Inc. pipeline right-of-way clearing, letter dated April 28, 2015 submitted by Joseph Sanders, Damage Prevention Team Leader. Motion carried.

Order #4 Agenda #7

In the Matter of L C Highway – Specification for one (1) new unused 2015 or newer 4-wheel drive loader in current production to be advertised. Bids to be returned by Wednesday, June 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the advertising of the specifications for One (1) New Unused 2015 or newer 4-wheel drive loader in current production for the return of bids by Wednesday, June 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #4 Agenda #8

In the Matter of L C Highway – Specification for two (2) new unused 2016 58,000 GVWR tandem axle trucks with snow plow, hydraulic and salt spreader in current production to be advertised. Bids to be returned by Wednesday, June 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the advertising of the Specifications for Two (2) New unused 2016 58,000 GVWR tandem axle trucks with snow plow, hydraulic and salt spreader in current production for the return of bids by Wednesday, June 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #4 Agenda #9

In the Matter of L C Highway – Specification for three (3) new unused 2016 36,000 GVWR single axle trucks with snow plow, hydraulic and salt spreader in current production to be advertised. Bids to be returned by Wednesday, June 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the advertising of the Specifications for three (3) new unused 2016 36,000 GVWR single axle trucks with snow plow, hydraulic and salt spreader in current production for the return of bids by Wednesday, June 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #4 Agenda #10

In the Matter of L C Highway – Specification for one (1) new unused 2015 or newer 36,420 GVWR single axle street sweeper in current production to be advertised. Bids to be returned by Wednesday, June 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the advertising of the Specifications for one (1) new unused 2015 or newer 36,420 GVWR single axle street sweeper in current production for the return of bids by Wednesday, June 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #5 Agenda #11

In the Matter of L C Highway – Local Public Agency Project Coordination Contract between the Indiana Department of Transportation and the Board of Commissioners of the County of Lake for EDS#: a249-15-320008, Des. No.: 9707970, CFDA No.: 20.205 for traffic signals at 45th Avenue and Colfax Street to be ratified. The maximum amount of federal-aid funds for this project is \$621,000.00. The maximum amount for the LPA at 20% is \$153,250.00.

Repay made a motion, seconded by Scheub, to approve the Local Public Agency Project Coordination Contract between the Indiana Department of Transportation and the Board of Commissioners of the County of Lake on behalf of Lake County Highway Department for EDS#: a249-15-320008, Des. No.: 9707970, CFDA No.: 20.205 for traffic signals at 45th Avenue and Colfax Street, maximum amount of federal-aid funds for this project is \$621,000.00, the maximum amount for the LPA at 20% is \$153,250.00. Motion carried.

Order #6 Agenda #12

In the Matter of L C Highway – INDOT: Indiana Department of Transportation Construction Change Order No. 001 and Time Extension Summary in the amount of \$11,600.00 with Ellas Construction Co., Inc. for Lake County Bridge #2, Clay Street over the Kankakee River.

Repay made a motion, seconded by Scheub, to approve the Indiana Department of Transportation Construction Change Order No. 001 and Time Extension Summary in the amount of \$11,600.00 with Ellas Construction Co., Inc. for Lake County Bridge #2, Clay Street over the Kankakee River, on behalf of the Highway Department. Motion carried.

Order #6 Agenda #13

In the Matter of L C Highway – INDOT: Indiana Department of Transportation Construction Change Order No. 002 and Time Extension Summary in the amount of \$30,749 with Walsh & Kelly, Inc. for the Intersection of 45th Avenue Phase IIA Cleveland to Chase.

Repay made a motion, seconded by Scheub, to approve the Indiana Department of Transportation Construction Change Order No. 002 and Time Extension Summary in the amount of \$30,749 with Walsh & Kelly, Inc. for the Intersection of 45th Avenue Phase IIA Cleveland to Chase, on behalf of the Highway Department. Motion carried.

Order #6 Agenda #14

In the Matter of L C Highway – INDOT: Indiana Department of Transportation Construction Change Order NO. 003 and Time Extension Summary from 08/23/2014 to 08/28/2014 with Walsh & Kelly, Inc. for the 45th Avenue, Phase IIA, Cleveland to Chase.

Repay made a motion, seconded by Scheub, to approve the Indiana Department of Transportation Construction Change Order NO. 003 and Time Extension Summary from 08/23/2014 to 08/28/2014 with Walsh & Kelly, Inc. for the 45th Avenue, Phase IIA, Cleveland to Chase, on behalf of the Highway Department. Motion carried.

Order #7 Agenda #15

In the Matter of L C Highway – Supplemental Agreement No. 2 between United Consulting and the Board of Commissioners of the County of Lake for Lake County Bridge No. 221, State Line Road over Williams Ditch in the amount of \$5,000.00.

Repay made a motion, seconded by Scheub, to approve the Supplemental Agreement No. 2 between United Consulting and the Board of Commissioners of the County of Lake on behalf of the Highway Department for Lake County Bridge No. 221, State Line Road over Williams Ditch in the amount of \$5,000.00, overall increase. Motion carried.

Order #8 Agenda #16

In the Matter of L C Highway – Ordinance Petition Finding of Fact for establishment and posting of a 20 M.P.H. limit along Clay Street from E. 217th Avenue to the Kankakee River Bridge #2.

Repay made a motion, seconded by Scheub, to approve the Ordinance Petition Finding of Fact for establishment and posting of a 20 M.P.H. Limit Sign along Clay Street from E. 217th Avenue to the Kankakee River Bridge #2, on behalf of the Highway Department. Motion carried.

Order #9 Agenda #17

In the Matter of L C 911 – Change Order No. 1 to the Agreement entered into on April 15, 2015 between Cardno and the Board of Commissioners of the County of Lake for an additional \$5,000.00 for wetlands impact – Gary Tower Site. (to be ratified).

Repay made a motion, seconded by Scheub, to approve the Change Order No. 1 to the Agreement entered into on April 15, 2015 between Cardno and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for an additional \$5,000.00 for wetlands impact – Gary Tower Site, to be ratified. L C 911 Director, present/spoke. Motion carried.

Order #9 Agenda #18

In the Matter of L C 911 – Tri-Electronics, Inc. Change Order concerning the Communications Shelter in the amount of -(\$7,800.00) to be ratified.

Repay made a motion, seconded by Scheub, to approve the Tri-Electronics, Inc. Change Order concerning the Communications Shelter in the amount of -(\$7,800.00), to be ratified, concrete support base for communications shelter. L C 911 Director, present/spoke. Motion carried.

Order #10 ADD Agenda #18A

In the Matter of L C 911 – Computer Software End-User Support Agreement between Spillman Technologies, Inc. and the Board of Commissioners of the County of Lake for the year 2015 in an amount not to exceed \$436,583.00 payable at the rate of \$109,145.75 per quarter.

Repay made a motion, seconded by Scheub, to approve the Computer Software End-User Support Agreement between Spillman Technologies, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for the year 2015 in an amount not to exceed \$436,583.00 payable at the rate of \$109,145.75 per quarter.

Cont'd.

Order #10 ADD Agenda #18A cont'd

**SPILLMAN®
COMPUTER SOFTWARE END-USER
SUPPORT AGREEMENT**

9/1/2011

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This Support Agreement ("Agreement") is made and entered into by and between:

**Spillman Technologies, Inc. ("Spillman")
4625 West Lake Park Blvd.
Salt Lake City, Utah 84120**

and

Lake County (IN) 911

SPILLMAN'S SUPPORT OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL AN AUTHORIZED REPRESENTATIVE OF CUSTOMER HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SPILLMAN HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY CUSTOMER.

WHEREAS, Spillman and Customer entered into that certain Computer Software End-User License Agreement (the "License Agreement") under which Customer obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation (the "Licensed Program", as further defined below) on certain terms and conditions;

WHEREAS, Spillman desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein:

NOW THEREFORE, in consideration of these recitals and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1: Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

- 1.1 **Coverage Hours.** The hours between 8:00 AM and 5:00 PM, Mountain time, on the days Monday through Friday, excluding regularly scheduled holidays of Spillman
- 1.2 **Enhancement.** Any modification or addition that, when made or added to the Licensed Program, changes its utility,

efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Licensed Program.

- 1.3 **Error.** Any failure of the Licensed Program to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.
- 1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.5 **Licensed Program.** One or more of the computer software components and/or software interfaces developed by Spillman, as identified in one or more Sales Quote/Purchase Agreements between the parties (the "Purchase Agreement"), and which is licensed to Customer pursuant to the License Agreement. The Licensed Program specifically excludes computer software not developed by Spillman, but that might be used in conjunction with the Spillman software; such as, word processors, spreadsheets, terminal emulators, etc. The Licensed Program includes certain "Utilities", as that term is defined in Section 7.1 of the License Agreement.
- 1.6 **Releases.** New versions of the Licensed Program, including all Error Corrections and Enhancements.
- 1.7 **Response Time.** Within six (6) Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.8 **Spillman Application Administrator.** An agent of Customer who has been certified on the Licensed Program by Spillman, pursuant to the procedures set forth in Section 6, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Licensed Program.
- 1.9 **Term.** An Initial period of twelve (12) months, commencing on January 1, 2015. Thereafter, the Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 10 hereof. In no event, however, shall the Term extend beyond the term of the License Agreement.

Section 2: Eligibility For Support

- 2.1 Spillman's obligation to provide Services with respect to the Licensed Program may be terminated pursuant to Section 10.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Agreement any of the following requirements are not met:

Order #10 ADD Agenda #18A cont'd

- 2.1.1 Customer must have a valid License Agreement for the Licensed Program in effect at all times;
- 2.1.2 The Licensed Program must be operated on a hardware platform approved by Spillman; and
- 2.1.3 Customer must be current and in compliance with the payment schedule as agreed in the Purchase Agreement.
- 2.2 Spillman may require Customer to appoint a new Spillman Application Administrator if Spillman determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

During the Agreement Term, Spillman shall render the following services in support of the Licensed Program, during Coverage Hours:

- 3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administrator, by telephone, reports of any software irregularities, and requests for assistance in use of the Licensed Program.
- 3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Agreement.
- 3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Licensed Program. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent release.
- 3.4 Spillman may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.
- 3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance),

provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Agreement

The services identified in this section are specifically NOT covered by this Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products.
- 4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.3 Restoration and/or recovery of data files and/or the operating system.
- 4.4 Any breach of warranty, damages to the Licensed Program or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of the Utilities or any other software not specifically licensed by Spillman to Licensee for use in connection with the Licensed Program. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Licensed Program by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Agreement, and/or loss of rights to upgrades under this Agreement. Customer acknowledges and agrees that it is not licensed to utilize the "write" or "update" features of the Utilities, as such use may damage the database or cause other problems with the operation of the Licensed Program.
- 4.5 Support for Licensed Program problems caused by Customer misuse, alteration or damage to the Licensed Program or Customer's combining or merging the Licensed Program with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.
- 4.6 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
- 4.7 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.8 On-site service visits to Customer's facility.

Order #10 ADD Agenda #18A cont'd

- 4.9 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer

- 5.1 Customers using the Spillman product must maintain and provide, at no cost to Spillman, broadband internet connectivity for VPN connection purposes and a Cisco 1811 Integrated services router and data set, or equivalent LAN to LAN, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.
- 5.2 A representative of Customer's IT department must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.
- 5.3 All communications between Customer and Spillman must be in the English language.
- 5.4 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times (however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman).
- 5.5 Customer is responsible for providing all network and server security.
- 5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Licensed Program became apparent.

Section 6: Spillman Application Administrator Requirements

- 6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the agency's go-live date of the Licensed Program. The designated administrator must meet the following requirements in order to certify at the basic level:
- 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Licensed Program:
- i. System Introduction – Inquiry,
 - ii. System Introduction – Data Entry & Modification,
 - iii. Unix Fundamentals Training (AIX, or HP-UX),
 - iv. Basic System Administration, and
 - v. Spillman training applicable for the Spillman applications used by Customer.
- 6.1.2 Pass the Basic SAA exam within one year after the agency's go-live date.

- 6.2 Customer will be responsible for the costs of such training, including any course fees, travel and lodging expenses.
- 6.3 Contact information for the Spillman Application Administrators must be recorded in Appendix A of this Agreement. Appendix A must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix A will require that a new Appendix A be completed, signed and filed with Spillman.
- 6.4 Requests for support services received by anyone other than a Spillman Application Administrator as identified in the current Appendix A on file with Spillman, will be refused.
- 6.5 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software or operating system not directly associated with the Licensed Program.

Section 7: Fees and Charges

- 7.1 Customer shall pay Spillman the Support Fee of **\$436,583.00 (to be billed in four equal quarterly amounts), for the January 1, 2015 to December 31, 2015 time period.** Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6), (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Agreement.
- 7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of eighteen (18) percent per year or the highest rate allowed by applicable law.
- 7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks and other products necessary to operate the Licensed Software.
- 7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.
- 7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.
- 7.6 Additional Support Fees are also due if there is a significant

Order #10 ADD Agenda #18A cont'd

increase in Customer's size with respect to use of the Licensed Program. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 2.5 and Attachment A of the License Agreement. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon when during the contract year the increase in Customer's size occurred.

Section 8: Proprietary Rights

- 8.1 All Releases and any other Spillman software or materials provided by Spillman to Customer hereunder shall be deemed part of the Licensed Program and are licensed to Customer pursuant to the terms and conditions of the License Agreement.
- 8.2 The Licensed Program and all Releases thereto are and shall remain the sole property of Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Spillman for the use of the work product. Customer agrees, from time to time, to take such further action and execute any further instrument, including documents of assignment or acknowledgment, as may be reasonably requested by Spillman in order to establish and perfect its exclusive ownership rights. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development. Customer agrees to provide Spillman with copies of such works upon request.

Section 9: Disclaimer of Warranty & Limitation of Liability

- 9.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE LICENSED PROGRAM, RELEASES, AND THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 9.2 IN NO EVENT SHALL SPILLMAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES WHATEVER, HOWEVER CAUSED, EVEN IF SPILLMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The cumulative liability of Spillman to Customer for all claims arising in connection with this Agreement shall not exceed the total fees and charges paid to Spillman by Customer under this Agreement within the most recent 12-month period from the date the cause of action arose.
- 9.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action occurred. However, action for nonpayment may be brought within two (2) years the date of the last

payment was received by Spillman.

Section 10: Termination

- 10.1 This Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 10.2 Either party may terminate this Agreement:
- 10.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Term, of its intent to terminate the Agreement at the end of such Term; or
- 10.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Agreement and the offending party has not cured such breach within the 30-day notice period.
- 10.3 Following termination of this Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice. The License Agreement shall automatically terminate at the same time as termination of this Agreement, and Customer shall promptly return to Spillman the Licensed Program and all related documentation and materials, including all Releases, work and materials provided by Spillman hereunder.

Section 11: Miscellaneous

- 11.1 Spillman and Customer acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and provisions. Spillman and Customer further agree that this Agreement is the complete and exclusive statement of agreement of the parties with respect to the subject matter hereof and that this Agreement supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between Spillman and Customer with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- 11.2 In the event that any term or provision of this Agreement is held invalid, illegal, or unenforceable, it shall be severed and the remaining terms and provisions shall be enforced to the maximum extent permitted by applicable law.
- 11.3 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and assets.
- 11.4 The waiver by either party of any term or provision of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.
- 11.5 This Agreement will be governed by the laws of the state of Utah, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Utah state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its

Order #12 Agenda #20

In the Matter of L C Sheriff – Request for permission to conduct an Auction on June 6, 2015 at the Lake County Police Garage with viewing between 8 A.M. and auction starting at 10 A.M.

Repay made a motion, seconded by Scheub, to approve the request and grant permission to the Lake County Sheriff to conduct an Auction on June 6, 2015 at the Lake County Police Garage with viewing between 8 A.M. and auction starting at 10 A.M. Motion carried.

Order #13 Agenda #21

In the Matter of L C Sheriff – Agreement entered into on October 15, 2014 between Correctional Health Indiana, Inc. and the Board of Commissioners of the County of Lake for the period of January 1, 2015 to December 31, 2016 to be rescinded.

Comes now, Sheriff Buncich, before the Board of Commissioners, along with Attorney Bushemi, recommending to rescind the Agreement entered into on October 15, 2014 between Correctional Health Indiana, Inc. and the Board of Commissioners of the County of Lake for the period of January 1, 2015 to December 31, 2016.

Board discussion, Repay recommended further review, Scheub recommended there be a meeting to review for 2016, wants to defer also, Sheriff responded to the Board making note that there is a early June deadline, the Board confirmed with its Attorney that upon a review and/or a meeting to this regard, approval can be done and ratification at the following Commissioners Board meeting. Allen, continued discussion, mentioning Maddox meeting regarding DOJ Compliance that 1.4 Nurses are needed with options as an employee but too costly to be a County Employee and additional one thousand added to Correctional Health Indiana, Inc. for another nurse, more cost effective to increase CCI contract and deadline set.

Repay made a motion, seconded by Scheub, to defer action on Items #21 and #22. Motion to defer carried 3-0.

Order #13 Agenda #22

In the Matter of L C Sheriff – Agreement entered into on October 15, 2014 between Correctional Health Indiana, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2015 to December 31, 2016 in the amount of \$4,200,410.00 for 2015 payable semi monthly in the amount of \$175,017.08 and in the amount of \$4,326,422.30 for 2016 up 3% payable semi monthly in the amount of \$180,267.60.

Repay made a motion, seconded by Scheub, to defer action on Items #21 and #22. Motion to defer carried 3-0.

Order #14 Agenda #23

In the Matter of L C Sheriff – Service Agreement between Swisslog Translogic Corporation and the Board of Commissioners of the County of Lake for the period of January 1, 2015 to December 31, 2017 in an amount not to exceed \$7,500.00 payable at the rate of \$1,250.00 semi-annually.

Repay made a motion, seconded by Scheub, to approve the Service Agreement between Swisslog Translogic Corporation and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2015 to December 31, 2017 in an amount not to exceed \$7,500.00 payable at the rate of \$1,250.00 semi-annually. Motion carried.

Order #15 Agenda #24

In the Matter of L C Juvenile Center – BIDS: Food, Bread & Dairy Products to be opened for the period of July 1, 2015 to December 31, 2015.

This being the day, time and place for the receiving of bids for Food, Bread and Dairy Products for the period of July 1, 2015 to December 31, 2015 for the Lake County Juvenile Center, the following bids were received:

Clovercrest Dairy	\$ 3,103.52
US Foods	\$ 40,212.90

Repay made a motion, seconded by Scheub, to take the above-mentioned bids under advisement for further tabulation and recommendation. Motion carried.

Order #16 Agenda #25

In the Matter of L C Community Corrections – Laundry Room Lease Agreement between Coinmach Corporation and the Board of Commissioners of the County of Lake for the period of April 20, 2015 to April 19, 2025 in the amount of 50% percent of gross collections.

Repay made a motion, seconded by Scheub, to approve the Laundry Room Lease Agreement between Coinmach Corporation and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for the period of April 20, 2015 to April 19, 2025 in the amount of 50% percent of gross collections. L C Community Corrections representative present/spoke stating that a card-system for laundry services will be in place and no longer using coins whereas causing jams or monies being reverted from machine, this new card-system will prevent those issues. Motion carried.
Cont'd.

Order #16 Agenda #25 cont'd

LAUNDRY ROOM LEASE AGREEMENT

LESSEE: Coinmach Corporation
5201 Park Emerson Dr, Suite N
Indianapolis, IN 46203

LESSOR: Lake County Community Corrections
2600 W 93rd Ave.
Crown Point, IN 46307

Execution Date: 3/20/15

In consideration of the mutual covenants, duties and obligations set forth herein, Lessor and Lessee hereby agree as follows:

1. Lessor warrants and represents that Lessor is the owner, or authorized agent of the owner, of a certain property named Lake County Community Corrections containing 405 beds (the "Premises"). Lessor does hereby rent to the Lessee that part of the Premises, as set forth in the attached **Schedule A** (the "Leased Premises"). Lessee shall have exclusive use and possession of the Leased Premises to install, operate and maintain therein the following pay-per-use laundry equipment (the "Equipment"):

<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Description</u>
2	SPEED QUEEN	STEBYASP173TW01	MDC STACK WASHER/DRYER COMBO UNITS
10	SPEED QUEEN	SWNBY2PP112TW01	MDC TOP LOAD WASHERS
4	SPEED QUEEN	SDEY07	MDC ELECTRIC DRYERS
3	SPEED QUEEN	SSEBYAGS171TW01	MDC STACK ELECTRIC DRYERS (6 Pockets)
2	ESD	11-117-012	BASIC VALUE ADDER
450	ESD		ONE TIME SUPPLY OF 450 SMART CARDS

Lessor warrants and represents that "0" units are plumbed with their own washer or dryer connections. During the Term as defined herein, Lessee shall also have the exclusive right to lease any additional laundry space which Lessor designates within the Premises including, without limitation, any expansion of the Leased Premises, upon the same terms and conditions as set forth in this Lease.

2. The term of this Lease (the "Original Term") shall be for a period of TEN (10) years beginning April 20, 2015 or the date of installation of the Equipment, whichever is later (the "Commencement Date"). Lessor and Lessee agree the Original Term shall be automatically extended on a month to month basis for successive additional terms upon the same terms and conditions as herein contained unless Lessor or Lessee provides written notice by certified mail, return receipt requested, of its election not to extend the lease, and such notice is received by the other party at least one month, but not more than one year, prior to the expiration of the Original Term, or Extended Term as applicable. The Original Term and the Extended Term collectively are hereinafter referred to as the "Term".

3. Lessee agrees to pay Lessor as rent (the "Rent") from the income of the Equipment, monthly in arrears, having first deducted the cost of smart cards, credit/debit card fees, refunds, expenses attributable to vandalism on the Equipment, voice and data charges, all applicable fees and/or taxes, including, but not limited to, sales, use, excise, personal property or real estate taxes payable by Lessee in connection with the use and possession of the Leased Premises and the operation of the Equipment, an amount equal to (50%) fifty percent of the gross collections.

4. Lessor agrees that Lessee shall have the right to determine the quantity and type of Equipment on the Leased Premises, the dates and times of collection, and the price of each machine cycle.

5. Lessor hereby warrants and represents that the signatories to this Lease have full power and authority to enter into this Lease. Lessor and its representatives or agents further warrant and represent that there is no other lease, license, or other instrument granting to another party the same or similar right in and to the Leased Premises or the Premises.

6. Lessee shall insure against liability for bodily injury or property damage caused by Lessee up to an amount of not less than \$10 million. Lessee shall name Lessor as an additional insured under such policy for injuries or damages due to Lessee's negligence occurring in the Leased Premises and shall furnish a certificate of insurance evidencing such coverage upon request by Lessor. Notwithstanding the foregoing, Lessee shall not be responsible for injury or damage caused by a breach of this Lease by Lessor.

7. This Lease, in all respects, shall be construed as a lease for real property and not a license. This Lease shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, including, but not limited to, a successor as a result of the sale or conversion of the Premises to any other owner or form of ownership including

Order #16 Agenda #25 cont'd

condominiums. Lessor also covenants that in the event the Premises is sold or transferred it shall be a condition of any such sale or transfer that the prospective purchaser or transferee take an express assignment of the Lease at the time of transfer of deed and be bound by all of its terms and conditions. Failure of the Lessor to secure said assignment shall, at Lessee's option, constitute a breach of the Lease and shall not serve to relieve Lessor or the purchaser or transferee of any of the obligations under the Lease which shall continue for the remainder of the Term.

8. Lessee and Lessor may enter into a notice or memorandum of Lease in recordable form. Lessee may record same at the appropriate registry. Lessor further agrees that Lessee may post notice labels on its machines in the laundry room(s).

9. This Lease shall be construed according to the laws of the state in which the Premises are located. If any provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision. Lessor and Lessee agree that any court of record in the county in which the Premises are located or corresponding United States District Court shall have jurisdiction with respect to any proceedings arising under this Agreement.

10. Any terms and conditions set forth in any duly signed addendum or schedule are expressly incorporated by reference. Each party represents that it understands and agrees to the terms and conditions of this Lease.

GENERAL TERMS AND CONDITIONS OF LEASE

- A. Subject to reasonable security measures, Lessee and residents of the Premises shall have access to the Leased Premises at all times. If the Leased Premises are kept locked, Lessee is to be furnished with keys and/or entry code(s), as necessary, sufficient to provide access thereto, and to ensure Lessee's ingress, egress or use of the Leased Premises.
 - B. Title to the Equipment shall remain with Lessee at all times. Lessor shall not move or remove, disconnect, or tamper with the Equipment for any reason whatsoever unless expressly authorized by Lessee. If Lessee's business is interrupted as a result of Lessor's acts or omissions, then Lessee may extend the current Term of the Lease for a period of time equal to the period of such interruption by written notice to Lessor.
 - C. Lessor is responsible for the following related to the Leased Premises:
 - a. Cleaning the Leased Premises, including windows, and maintaining same in good condition and repair and ensuring that the Premises comply with all state, county or municipal building and safety codes including fire safety codes;
 - b. Providing electricity, plumbing, hot and cold water, gas, sewage disposal, drainage, and all other utilities required for the proper and safe use of the Equipment as well as cleaning and maintaining the dryer vent system that is external to the laundry room.
 - c. If required to operate the Equipment, providing internet access including installation and operating costs associated with the internet connection as well as 110v power outlet.
 - d. Promptly notifying Lessee in the event that the Equipment ceases to operate in a normal manner.
 - D. Lessee is responsible for the following services to the Lessor and related Equipment and Leased Premises:
 - a. Providing password protected on-line access to Lessor's account information and a Web-based system for requesting a service call directly to Lessee's designated service technician.
 - b. Cleaning and maintaining, on an as-needed basis, flexible and rigid venting from the back of the dryers to the interior wall and ceiling surfaces.
 - c. Servicing the Equipment on a regular basis and maintaining same in good operating condition.
 - E. Lessor warrants that the Leased Premises have adequate utilities, floor drainage, and proper venting, and that there are no building code violations that will adversely affect Lessee's ability to install, operate or maintain its Equipment at the Leased Premises.
 - F. If, at any time during the Term, Lessor grants permission to individual units to install laundry equipment, or provides laundry hookups for the installation of laundry equipment, Lessee shall be entitled to (1) reduce the Rent by a proportionate amount and receive a pro-rata refund (directly related to the percentage of units affected) for all initial expenses (including prepaid rent and renovation allowances) incurred by Lessee in excess of the capital cost of the Equipment; or (2) at the sole option of Lessee, terminate this Lease and recover damages for material breach of the Lease. Lessor shall provide Lessee, when requested, with true and accurate information regarding the number of in-unit hook-ups of laundry equipment.
-

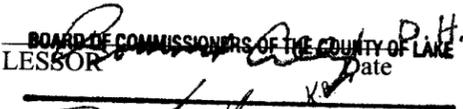
Order #16 Agenda #25 cont'd

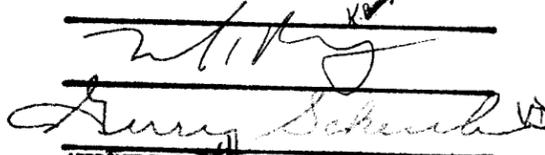
Schedule A

1. Leased Premises Description

Location Name	Room Name	Address	Top Load	W/D		Stk
				Combo	Dryer	
Lake County Corrections	East Side Floor 1 Post 1	2600 W 93 Ave	2			1
Lake County Corrections	East Side Floor 2 Post 2	2601 W 93 Ave	2			1
Lake County Corrections	West Side Floor 2 Post 3	2602 W 93 Ave	2			1
Lake County Corrections	West Side Floor 2 Post 3	2603 W 93 Ave	2		2	
Lake County Corrections	West Side Female Unit Post 4	2604 W 93 Ave		2		
Lake County Corrections	West Side Floor 1 Post 5	2605 W 93 Ave	2		2	

LESSEE (Sales Representative) Date


 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 LESSOR Date


 APPROVED THIS 22nd DAY OF May 20 15

Order #17 Agenda #26

In the Matter of L C Coroner – Pathology Contract between John D. Feczko, M.D. and the Board of Commissioners of the County of Lake for the period of June 1, 2015 to December 31, 2015 in the amount of \$1,166.00 per autopsy day.

Repay made a motion, seconded by Scheub, to approve the Pathology Contract between John D. Feczko, M.D. and the Board of Commissioners of the County of Lake on behalf of Lake County Coroner for the period of June 1, 2015 to December 31, 2015 in the amount of \$1,166.00 per autopsy day. L C Coroner present/spoke. Motion carried.

Order #18 Agenda #27

In the Matter of L C Coroner – Pathology Contract between Pathology Consultants, Inc. and the Board of Commissioners of the County of Lake for the period of June 1, 2015 to December 31, 2015 in the amount of \$1,166.00 per autopsy day.

Repay made a motion, seconded by Scheub, to approve the Pathology Contract between Pathology Consultants, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Coroner for the period of June 1, 2015 to December 31, 2015 in the amount of \$1,166.00 per autopsy day. L C Coroner present/spoke. (Total increase for both Items #26 & #27 of \$25,815.50). Motion carried.

Order #19 Agenda #40

In the Matter of L C B.O.C. – Memorandum of Understanding with Gift of Hope.

Repay made a motion, seconded by Scheub, to make a matter of public record the Memorandum of Understanding with Gift of Hope, letter from Commissioners' Attorney to the Lake County Coroner, upon review of the April 11, 2012 dated Memorandum of Understanding. Motion carried.

Order #20 Agenda #30

In the Matter of L C Assessor – Income Works Software License Agreement between Assessment Advisors, LLC and the Board of Commissioners of the County of Lake for the year 2015 in an amount not to exceed \$76,650.00.

Repay made a motion, seconded by Scheub, to approve the Income Works Software License Agreement between Assessment Advisors, LLC and the Board of Commissioners of the County of Lake on behalf of Lake County Assessor for the year 2015 in an amount not to exceed \$76,650.00. Motion carried.

Order #21 Agenda #31

In the Matter of L C Health Department – GSA-Federal Supply Schedule Purchase Order between Verizon Wireless and the Board of Commissioners of the County of Lake.

Repay made a motion, seconded by Scheub, to approve the GSA-Federal Supply Schedule Purchase Order between Verizon Wireless and the Board of Commissioners of the County of Lake on behalf of the Lake County Health Department, for four (4) cell phones line service to be used with mosquito control program communication being considered direct supervision. Motion carried. Motion carried.

Order #22 Agenda #32

In the Matter of L C Data Processing – Request for property disposal.

Repay made a motion, seconded by Scheub, to approve the request for property disposal on behalf of Lake County Data Processing, inspected computer equipment determined un-repairable. Motion carried.

Order #22 Agenda #49A & B & ADD Agenda #49F

In the Matter of L C B.O.C. – Property Disposal Requests: A. Hobart Township Assessor; B. Lake County Cooperative Extension Service; F. Lake County Community Development.

Repay made a motion, seconded by Scheub, to approve the requests for property disposal on behalf of Lake County Hobart Township Assessor, Lake County Cooperative Extension Service and Lake County Community Development Department, inspected computer/printer/copier equipment determined un-repairable. Motion carried.

Order #23 Agenda #34

In the Matter of L C B.O.C. – PROPOSALS: Radio Tower Steel Erection Project at the Gary Site and Cedar Creek Site under advisement. Letter of recommendation to Stevens Engineers & Constructors in the amount of \$470,000.00 as the low bidder.

The Board having previously taken the above mentioned bids under advisement does hereby accept the recommendation to award **Stevens Engineers & Constructors**, 5997 Carlson Ave, Portage, IN 46368, with \$470,000.00 as the low bidder for Radio Tower Steel Erection Project at the Gary Site and Cedar Creek Site, cost being \$235,000 each, upon a motion made by Repay made a motion, seconded by Scheub. L C 911 Director, present/spoke. Motion carried.

Letter of Recommendation

May 07, 2015

Board of Commissioners
Of the County of Lake
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307

Subject: Proposals

Dear Commissioners:

Proposals were opened at the Lake County Commissioners Attorney Office on April 20, 2015 for the Lake County, Indiana Gary and Cedar Creek Radio Tower Erection Project. The results were as follows:

Stevens.	total	\$470,000.00
Midwestern Electric. Inc.	total	\$494,918.00

I would like to recommend the low bid of Stevens in the amount of \$470,000.00 as the most responsive and responsible. If you have any questions, please let me know.

Sincerely yours,

Robert Rehder

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Roosevelt Allen, Jr./dh
Michael Repay/kb
Gerry Scheub/vd
RATIFIED THIS 20TH DAY OF May 20 15

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB/VD APPROVE X DENIED _____
MICHAEL REPAY/KB APPROVE X DENIED _____
Roosevelt Allen, Jr./dh APPROVE X DENIED _____
DATE: 5-7-15

Order #24 Agenda #41 & #42

In the Matter of L C B.O.C. – Letter from the International Brotherhood of Electrical Workers, Local Union 21 to be made a matter of public record; Letter from Commissioners Attorney concerning Lake County 911 Dispatcher unionization procedure.

Repay made a motion, seconded by Scheub, to make a matter of public record the letter from the International Brotherhood of Electrical Workers, Local Union 21. Motion carried.

Comes now, I.B.E.W. Local 21 Direct Political & Legislative Affairs/Chief Steward – Dennis McCafferty and Business Representative Mr. Byron Bonham III, before the Board of Commissioners, Attorney Dull began discussion stating to the Board that the I.B.E.W. Local 21 is asking the Board voluntarily recognize them, which hasn't happened in the past, and that the letter submitted be treated as a petition, Dull recommended that yes, said letter in Item 41 be treated as a petition being filed today, and also in 30days set up a date where people can vote.

Scheub, commented, having a question confirming that I.B.E.W. Local 21 is out of Illinois, representatives replied yes, *Scheub*, replied, why can't we have a Local out of Indiana, *Dennis McCafferty* responded, we do represent employees employed at AT&T in Lake County, *Scheub*, responded, stating why can't we have a Union in Lake County instead of going to Illinois, *Dull* responded mentioning to Commissioner Scheub that there is a difference between what they call "inside people" and "outside people", this Local represents the inside people, and our Local Electrical Workers Union isn't interested in the quote unquote "inside people" business, *Scheub*, replied he just wanted to know and confirm.

Repay made a motion, seconded by Scheub, to not accept the voluntary recognition. Motion carried.

Repay made a motion, seconded by Scheub, to treat the petition as being filed today, May 20, 2015. Motion carried.

Repay made a motion, seconded by Scheub, to authorize Attorney John Dull and one member of the Commission to participate to set a date time and place to hold secret ballot election, and so ordered to name Commissioners Scheub to participate in that process. Motion carried.

Order #25 Agenda #35

In the Matter of L C B.O.C. – Declaration of Emergency concerning the deterioration of the concrete slabs on the back docks and the replacement of 1,782 square feet of sidewalk in the back of the Administration Building. Proposal from Boyd Construction Company, Inc. in the amount of \$48,810.00 to be ratified.

Repay made a motion, seconded by Scheub, to ratify the Emergency declared concerning the deterioration of the concrete slabs on the back docks and the replacement of 1,782 square feet of sidewalk in the back of the Administration Building, and ordered same to ratify approval of the acceptance of the proposal from **Boyd Construction Company, Inc.**, 450 South Ohio Street, Hobart, IN 46342, in the amount of \$48,810.00 total to perform said work. Motion carried.

Order #26 Agenda #36

In the Matter of L C B.O.C. – Declaration of Emergency concerning the concrete stairs on the East and West sides of the Gary Courthouse. Proposals from P & S Construction in the amount of \$9,328.88, Sneed Construction in the amount of \$35,360.00 and Sneed Construction in the amount of \$28,280.00 for a total of \$72,968.88 to be ratified.

Repay made a motion, seconded by Scheub, to ratify the Emergency declared concerning the concrete stairs on the East and West sides of the Gary Courthouse, and ordered same to ratify the acceptance of the proposals from **P & S Construction** in the amount of \$9,328.88, and proposal from **Sneed Construction** in the amount of \$35,360.00, and **Sneed Construction** in the amount of \$28,280.00 for a total of \$72,968.88 for said work repairs. Motion carried.

Order #27 Agenda #37

In the Matter of L C B.O.C. – Declaration of Emergency concerning the ice machine in the Lake County Government Center Cafeteria. R&P Restaurant Service, Inc. proposal in the amount of \$5,040.00.

Scheub made a motion, seconded by Repay, to approve the Emergency declared at the Lake County Government Center Cafeteria concerning the ice machine, and ordered same to approve the acceptance of the proposal of **R&P Restaurant Service, Inc.** in the amount of \$5,040.00 for repair work to the ice machine. Motion carried.

Order #28 Agenda #38

IN the Matter of L C B.O.C. – Memorandum to the media concerning a power outage at the East Chicago Courthouse which occurred on April 20, 2015 to be made a matter of public record.

Repay made a motion, seconded by Scheub, to make the Memorandum to the media concerning a power outage at the East Chicago Courthouse, occurred April 20, 2015, a matter of public record. Motion carried.

Order #29 Agenda #39

In the Matter of L C B.O.C. – Amendment to Interlocal Agreement for Police Protection Services between the Town of Winfield and the Board of Commissioners of the County of Lake to extend for the period of January 1, 2016 to December 31, 2017 at the same rate.

Scheub made a motion, seconded by Repay, to approve the Amendment extending the Interlocal Agreement between the Town of Winfield and the Board of Commissioners of the County of Lake for Police Protection Services for the period of January 1, 2016 thru December 31, 2017 at the same rate. Motion carried.
(SEE FILE "CONTRACT" 2015 FOR ORIGINAL)

Order #30 Agenda #43

In the Matter of L C B.O.C. – Tax Sale Results.

Scheub made a motion, seconded by Repay, to make the Tax Sale Results a matter of public record, Attorney Dull spoke stating that the Tax Sale was a success, results determined by Onyx Electronics – Don Guernsey. Motion carried.

Order #31 Agenda #44A

In the Matter of L C B.O.C. – Proof of publication of public hearing notice on a proposed cumulative bridge fund to be made a matter of public record.

Scheub made a motion, seconded by Repay, to approve and make a matter of public record the proof of publication of public hearing notice on a proposed cumulative bridge fund, published 4/27/15 & 5/4/15 in the NWI Times & Post-Tribune newspapers. Motion carried.

Order #32 Agenda #44B

In the Matter of L C B.O.C. – Public Hearing on a proposed cumulative bridge fund.

Comes now, Board President Allen, opened meeting to a Public Hearing on a proposed Cumulative Bridge Fund, calling for anyone present to speak for or against.....hearing none, public hearing closed.
Repay made a motion, seconded by Scheub, to close public hearing. Motion carried.

Order #33 Agenda #44C

In the Matter of L C B.O.C. – Action on cumulative bridge fund.

Scheub made a motion, seconded by Repay, to approve the establishment of a cumulative bridge fund. Resolution No. 15-14 – Resolution Establishing Cumulative Bridge Fund. Motion carried.

#2

Resolution No. 15-14
RESOLUTION ESTABLISHING
CUMULATIVE BRIDGE FUND

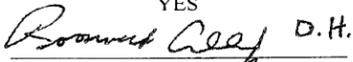
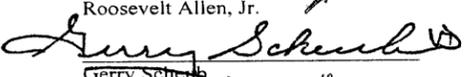
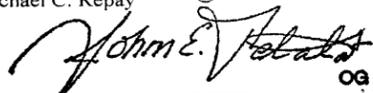
Under Indiana Code 8-16-3

BE IT RESOLVED by the Board of Commissioners of Lake, County, Indiana that a need now exists for the establishment of a Cumulative Bridge Fund for the following purposes:

For all uses as set out in IC 8-16-3-1 et seq. to include the cost of construction, maintenance and repair of bridges, approaches and grade separations.

BE IT FURTHER RESOLVED that this Board will adhere to the provisions of Indiana Code 8-16-3-1 et seq. and 5-3-1-2(f). The proposed fund will not exceed one cent (\$0.01) on each one hundred dollars (\$100) of assessed valuation. The tax rate will be levied beginning with taxes for 2015 payable 2016.

BE IT FURTHER RESOLVED that proofs of publication of the public hearing held on the 20th day of May, 2015, and a certified copy of this resolution shall be submitted to the Department of Local Government Finance of the State of Indiana as provided by law. This Cumulative Bridge Fund is subject to the approval of the Department of Local Government Finance. Duly adopted by the following vote of the members of the Lake County Board of Commissioners this 20th day of May, 2015.

YES	NO
 Roosevelt Allen, Jr.	_____ Roosevelt Allen, Jr.
 Gerry Scheub	_____ Gerry Scheub
 Michael C. Repay	_____ Michael C. Repay
Attest:  John Peralas	_____ Fiscal Officer and Auditor

Order #34 Agenda #44D

In the Matter of L C B.O.C. – Direction to the Auditor to publish notice of adoption of cumulative bridge fund.

Scheub made a motion, seconded by Repay, to authorize Auditor to publish notice of adoption of cumulative bridge fund. (Published June 1 & 8, 2015). Motion carried.

Order #35 Agenda #45

In the Matter of L C B.O.C. – Findings and recommendations of the Board of Commissioners of the County of Lake, Indiana concerning the issuance of bonds in the amount not to exceed \$12,000,000 for Building Project.

Scheub made a motion, seconded by Allen, to approve the Findings and recommendations of the Board of Commissioners of the County of Lake, Indiana concerning the issuance of bonds in the amount not to exceed \$12,000,000 for Building Project. Capital Committee reviewed. Motion carried 2-1, Repay no vote.

Order #36 Agenda #46

In the Matter of L C B.O.C. – Findings and recommendations of the Board of Commissioners of the County of Lake, Indiana concerning the issuance of bonds in an amount not to exceed \$7,000,000 for needed repairs and maintenance to existing County owned roads and highways.

Scheub made a motion, seconded by Allen, to approve the Findings and recommendations of the Board of Commissioners of the County of Lake, Indiana concerning the issuance of bonds in an amount not to exceed \$7,000,000 for needed repairs and maintenance to existing County owned roads and highways. Motion carried 2-1, Repay no vote.

Order #37 Agenda #48

In the Matter of L C B.O.C. – Quit-Claim Deed of Property Number 45-16-24-400-002.00-044 from Thomas Hruby and Kathleen Hruby to the Lake County Commissioners.

Scheub made a motion, seconded by Repay, to approve the Quit-Claim Deed of Property Number 45-16-24-400-002.00-044 from Thomas Hruby and Kathleen Hruby to the Lake County Commissioners, Deed Recorded as Doc No. 2015-028478 at L C Recorder. Motion carried.

Order #38 ADD Agenda #49C

In the Matter of L C B.O.C. – SPECIFICATIONS: Courts “B” Building Secure Entry Project to be advertised. Bids to be returned by Wednesday, June 17, 2015 prior to 9:30 A.M. in the Lake County Auditor’s Office.

Repay made a motion, seconded by Scheub, to approve the advertising of the specifications for Courts “B” Building Secure Entry Project for the return of bids by Wednesday, June 17, 2015 prior to 9:30 A.M. in the Lake County Auditor’s Office. Motion carried.

Order #39 ADD Agenda #49D

In the Matter of L C B.O.C. – Service Agreement between Suburban Elevator Company and the Board of Commissioners of the County of Lake on behalf of the Lake County Building Manager for the period of May 20, 2015 to May 19, 2018 in an annual amount not to exceed \$58,500.00 payable at the rate of \$14,625.00 per quarter as follows: A. Lake County Government Center - \$7,440.00 per quarter; B. Lake County Health Department - \$1,170.00 per quarter; C. Lake County Community Corrections - \$1,170.00 per quarter; D. Lake County Juvenile Center - \$1,125.00 per quarter; E. Gary Courthouse - \$2,100.00 per quarter; F. East Chicago Courthouse - \$810.00 per quarter; G. Hammond Courthouse - \$810.00 per quarter.

Repay made a motion, seconded by Scheub, to approve the Service Agreement between Suburban Elevator Company and the Board of Commissioners of the County of Lake on behalf of the Lake County Building Manager for the period of May 20, 2015 to May 19, 2018 in an annual amount not to exceed \$58,500.00 payable at the rate of \$14,625.00 per quarter as follows for Items A-G. Motion carried.

- A. Lake County Government Center - \$7,440.00 per quarter
- B. Lake County Health Department - \$1,170.00 per quarter
- C. Lake County Community Corrections - \$1,170.00 per quarter
- D. Lake County Juvenile Center - \$1,125.00 per quarter
- E. Gary Courthouse - \$2,100.00 per quarter
- F. East Chicago Courthouse - \$810.00 per quarter
- G. Hammond Courthouse - \$810.00 per quarter.

Order #40 ADD Agenda #49E

In the Matter of L C B.O.C. – Grant Agreement EDS #A345-6-45-16-PV-1222 between Indiana Family and Social Services Administration (FSSA) Division of Aging and the Board of Commissioners of the County of Lake on behalf of the Lake County Prosecutor for eligible costs of the Adult Protective Services Program in the amount of \$218,844.00.

Repay made a motion, seconded by Scheub, to approve the Grant Agreement EDS #A345-6-45-16-PV-1222 between Indiana Family and Social Services Administration (FSSA) Division of Aging and the Board of Commissioners of the County of Lake on behalf of the Lake County Prosecutor for eligible costs of the Adult Protective Services Program in the amount of \$218,844.00. Motion carried.

Order #41 Agenda #50

In the Matter of Review and Approval of the Minutes of the Regular Meeting, Wednesday, April 15, 2015.

Repay made a motion, seconded by Scheub, to approve the Minutes of the Regular Meeting held Wednesday, April 15, 2015. Motion carried.

Order #42 Agenda #52

In the Matter of Lake County Council Ordinances and Resolutions.

Repay made a motion, seconded by Scheub, to approve the Ordinances and Resolutions submitted and adopted by the Lake County Council, May 12, 2015. Motion carried.

- | | | |
|------------------------|---|--|
| ORDINANCE NO. 1384A | - | Ordinance of the Lake County Council Establishing the Lake County Non-Discrimination Policy |
| ORDINANCE NO. 1384D | - | An Ordinance Establishing Specifications for Mailbox Installations Along the County Roads of Lake County |
| ORDINANCE NO. 1356C-2 | - | An Ordinance Amending Ordinance No. 1356C Lake County Employee Handbook, 2013 Edition |
| ORDINANCE NO. 1379C-10 | - | Ordinance Amending The Lake County Part-Time Employees Pay Rate Ordinance for 2015, Ordinance NO. 1379C |

Order #42 Agenda #52 cont'd

- ORDINANCE NO. 1384B - Ordinance Granting Petition To Vacate Easement By Daniel Frederick and Megan Frederick
- ORDINANCE NO. 1384C - Ordinance Granting Petition To Vacate Easement By Thomas Hruby and Kathleen Hruby
- ORDINANCE NO. 1384E - Ordinance Establishing Cumulative Drainage Fund
- RESOLUTION NO. 15-69 - Resolution Acknowledging June 7, 2015 As Cancer Survivors Day
- RESOLUTION NO. 15-70 - Resolution Permitting The Office Of The Prosecuting Attorney To Pay Outstanding 2013 And 2014 Invoices/Debts From The 2015 Budget
- RESOLUTION NO. 15-71 - Resolution Permitting The Lake County Commissioners To Pay Outstanding 2014 Invoices/Debts From The 2015 Budget
- RESOLUTION NO. 15-72 - Resolution Permitting Lake County Sheriff To Pay Outstanding 2014 Invoices/Debts From the 2015 Budget
- RESOLUTION NO. 15-73 - Resolution Authorizing Lake County To Enter Into And Execute Cooperation Agreements With Those Units Of General Local Government In Lake County (Excluding East Chicago, Hammond and Gary) For Which Agreements Are Required For The Purpose Of Qualifying For The Urban County Entitlement Program Under The Housing And Community Development Act of 1974, As Amended
- RESOLUTION NO. 15-74 - Resolution Permitting Lake County Sheriff To Pay Outstanding 2009, 2012, 2013 And 2014 Jail Invoices/Debts From The 2013 Budget
- RESOLUTION NO. 15-75 - Resolution Permitting The Lake County Recorder To Pay Outstanding 2014 Invoices/Debts From The 2015 Budget
- RESOLUTION NO. 15-76 - Resolution Permitting Lake County Sheriff To Pay An Outstanding 2014 Jail Invoice/Debt From The 2015 Budget
- RESOLUTION NO. 15-77 - Resolution To Adopt Interlocal Agreement
- RESOLUTION NO. 15-78 - Resolution To Adopt The Code of Shared Ethics And Values
- RESOLUTION NO. 15-79 - Resolution To Pay Membership Fees
- RESOLUTION NO. 15-80 - Resolution to Appoint Ethics Trainer And Commit To Conduct Ethics Training Of the Shared Ethics Advisory Commission
- RESOLUTION NO. 15-81 - Resolution To Consent To The Appointment To The Shared Ethics Advisory Commission (SEAC) By The Lake County Board of Commissioners

Order #43 Agenda #53

In the Matter of Service Agreements

Repay made a motion, seconded by Scheub, to approve the following Service Agreements. Motion carried.

L C CRIMINAL COURT	W/	McShane's Inc.
L C JUVENILE COURT	W/	Chester, Inc.
L C RECORDER	W/	Ellis Systems Corp.
L C RECORDER	W/	Naviant, Inc.
L C RECORDER	W/	Records Storage Center, Inc.

Order #43 Agenda #55

In the Matter of Pay immediate (hand cut) Checks: A. April, 2015.

Repay made a motion, seconded by Scheub, to approve and make a matter of public record the Docket of the Pay Immediately (Hand Cut) Checks for the month of April, 2015. Motion carried.

Order #44 Agenda #56

In the Matter of Appointments

None.

Order #45 Agenda #59

In the Matter of Commentary

Repay made a comment regarding comments directed toward the 911 Center and Consolidation and their dark sites, Allen made further comment mentioning that he had also heard some comments regarding the dark site for 911.

Order #46 Agenda #47

In the Matter of BIDS: Bids to be opened for real estate located at Main Street and 93rd Avenue.

This being the day, time and place for the opening of the bid for real estate located at Main Street and 93rd Avenue, the following bid was received:

Hawk Development Corp. 93rd & Main 6 Commercial or 5 Residential

Dull spoke, property is zoned R1, they propose you have six commercial lots and they presented a format which would include that you have an eatery an eatery an eatery an office building and a gas station, asking that the Board make it a matter of public record.

Scheub made a motion, seconded by Repay, to take the above-mentioned bid under advisement for further review and recommendation. Motion carried.

The next Board of Commissioners Meeting will be held on Wednesday, June 17, 2015 at 10:00 A.M.

There being no further business before the Board at this time, Scheub made a motion, seconded by Repay, to adjourn.

The following officials were Present:
Attorney John Dull
Brenda Koselke

ROOSEVELT ALLEN Jr., PRESIDENT

MICHAEL REPAY, COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR